

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

James E Dornan III

2. Registration Number

6951

3. Primary Address of Registrant

82 I Street SE, Apt. 605, Washington, DC 20003

4. Name of Foreign Principal

Kurdish Defense Forces YPG/SDF

5. Address of Foreign Principal

Al-Nashwa Neighborhood, Central Prison Street - next to
Al-Baladi Stadium
Al Hasakah
SYRIA

6. Country/Region Represented

SYRIA

7. Indicate whether the foreign principal is one of the following:☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Kurdish Forces

b) Name and title of official with whom registrant engages

Nowroz Ahmad , Commander of Kurdish Women Fighters

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/29/2021James E. Dornan III/s/James E. Dornan III


EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/29/21 James E. Dorman III 

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
James E Dornan III

2. Registration Number
6951

3. Name of Foreign Principal
Kurdish Defense Forces YPG/SDF

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/26/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will setup and facilitate meetings for the principal with Members of Congress for the purpose of thanking them for their support.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will setup and facilitate meetings for the principal with Members of Congress for the purpose of thanking them for their support.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

The registrant will setup and facilitate meetings for the principal with Members of Congress for the purpose of thanking them for their support. This may at times include preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

| Date | Contact | Method | Purpose |
|------|---------|--------|---------|
|------|---------|--------|---------|

-
12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

| Date Received | From Whom | Purpose | Amount/Thing of Value |
|---------------|-----------|---------|-----------------------|
|---------------|-----------|---------|-----------------------|

-
13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

| Date | Recipient | Purpose | Amount |
|------|-----------|---------|--------|
|------|-----------|---------|--------|

¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

04/29/2021

James E. Dornan III

/s/James E. Dornan III

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

4/29/21

James E. Dorman III



MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is dated as of April __, 2021 (“Effective Date”) and is by and between James Dornan (“Service Provider”), and Kurdish Defense Forces YPG/SDF (“Client”). The parties agree as follows:

1. **Services.** Service Provider shall provide to Client the services (the “Services”) set out in one or more statements of work executed by both Client and the Service Provider (each, a “Statement of Work”). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by Client and the Service Provider.

2. **Client Obligations.** Client shall: (a) respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services; (b) cooperate with Service Provider in its performance of the Services and provide access to Client’s premises, employees, contractors, personnel and equipment as required to enable Service Provider to provide the Services; and (c) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Service Provider’s provision of the Services.

3. **Fees and Expenses.**

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Statement of Work. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Client of an invoice from Service Provider but in no event more than sixty (60) days after completion of the Services performed pursuant to the applicable Statement of Work.

(b) Client shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work, within thirty (30) days of receipt by the Client of an invoice from Service Provider accompanied by receipts and reasonable supporting documentation. Service Provider shall seek permission for any expenses exceeding \$250 USD.

(c) Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Service Provider’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

(d) Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall also reimburse Service Provider for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under this Agreement or at law (which Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if the Client fails to pay any undisputed amounts/ when due hereunder and such failure continues for fifteen (15) days following written notice thereof.

4. **Limited Warranty.** Service Provider warrants that it shall perform the Services in a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services. Service Provider’s sole and exclusive liability and Client’s sole and exclusive remedy for breach of this warranty shall be as follows: Service Provider shall use reasonable commercial efforts to promptly cure any such breach, provided that if Service Provider cannot cure such breach within a

reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 7(b). In the event the Agreement is so terminated, Service Provider shall, within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Services, less a deduction equal to the fees for receipt or use of such Services up to and including the date of termination on a pro-rated basis. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after the delivery of the applicable Service. SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 4. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED.

5. Intellectual Property. All work products produced or obtained by Service Provider in furtherance of work performed for Client become and remain exclusive property of the Client.

6. Compliance. Service Provider hereby agrees to comply fully with U.S. laws covering the representation of foreign governments and interests in the United States, specifically including the Foreign Agents Registration Act ("FARA"). Service Provider acknowledges and agrees that under FARA, Service Provider's activities must be publicly disclosed through regular filings with the U.S. Department of Justice. FARA also requires public disclosure of contracts with expenses on behalf of the foreign client that involves covered activities.

7. Confidentiality; Client Data.

(a) From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 6 only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, members, managers, agents, independent contractors, service providers, subcontractors, attorneys, accountants, and financial advisors. The Receiving Party will be responsible hereunder for the acts and omissions of the Receiving Party's Group as if they were the acts and omissions of the Receiving Party.

(b) If Client requests in writing within sixty (60) days of the expiration or termination of this Agreement, Service Provider shall, within fifteen (15) days of such request, deliver to

Client the then most recent version of Client Data maintained by Service Provider, provided that Client has paid all fees due hereunder then outstanding. Upon the expiration of such sixty-day period, Service Provider shall have no obligation to maintain, and may delete or destroy, all Client Data in its possession, assuming Service Provider has not received a written request to deliver same to Client in accordance with this Section. For purposes of the foregoing, "Client Data" means information, data, and other content that is collected, downloaded or otherwise received by Service Provider by or through the Services, but does not include Service Provider's Confidential Information, Commercial Data or other Service Provider-owned information, data or other content.

8. Exclusivity. Until such time, if any, as this Agreement is terminated pursuant to this Agreement, Client will not engage another vendor to provide services as outlined in the Statement of Work Exhibit A without the express agreement of Service Provider. Any mutually agreed upon subsequent Statements of Work between Service Provider and Client shall also be subject to this Section 7.

9. Indemnification. Each party (the "indemnifying party") agrees to defend, indemnify and hold harmless the other party, its affiliates and their officers, directors, employees and agents, against and from any and all claims, liabilities and damages of every nature arising from (i) a breach of this Agreement or any Statement of Work by the indemnifying party or (ii) the negligence or willful misconduct of the indemnifying party.

10. Term, Termination, and Survival.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work.

(b) This Agreement may be terminated without cause by either party upon thirty (30) days written notice. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party") if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) If this Agreement is terminated for any reason, Client will be obligated to pay Service Provider for all Services provided under this Agreement through the termination and shall have no further obligations under this Agreement thereafter. All sums owed to Service Provider pursuant to this Agreement must be fully paid within thirty (30) days of the date of termination. All rights of the Parties under this Agreement shall survive its conclusion or termination.

(d) Client acknowledges and agrees that, during the Term and thereafter, Service Provider may use Client's name and logos and trademarks in Service Provider's marketing materials and website to identify Client as a customer of Service Provider.

(e) The provisions of this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

11. Limitation of Liability. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK IN THE SIX-MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

12. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other party at its address set forth on the signature page hereto (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if the party giving the Notice has complied with the requirements of this Section 11.

14. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Assignment. Client shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider.

Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Service Provider's assets without Client's consent.

17. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Client being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any Service Provider, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. No Third-Party Beneficiaries. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Choice of Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the District of Columbia, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

20. Choice of Forum. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, in any forum other than courts located in the District of Columbia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

21. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22. Negotiated Agreement. The provisions of this Agreement were negotiated by the Parties hereto and said agreement shall be deemed to have been drafted jointly by all of the Parties hereto and it shall not be deemed to be the work of either party, nor shall it be interpreted against either party as the drafter. If any action is brought to enforce, or to construe or determine the validity of, any term or provision of this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and costs of the action.

23. Force Majeure. The Service Provider shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts

or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this SOW to be executed as of the Effective Date by their respective duly authorized officers.

James Dornan

Signature:

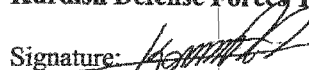


Address: 821 Street SE, Apt. 605, Washington,
DC 20003

4-26-2021

Kurdish Defense Forces YPG/SDF

Signature:



Name:

Nuri

Title:

Mahmud

Address:

EXHIBIT A

STATEMENT OF WORK

This Statement of Work (“SOW”) adopts and incorporates by reference the terms and conditions of the Master Services Agreement (“Master Agreement”), which was entered into on April __, 2021, between James Dornan (“Service Provider”), and Kurdish Defense Forces YPG/SDF (“Client”). This SOW is effective beginning on April __, 2021 (“Effective Date”) and will remain in effect unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. Scope of Work.

Jim Dornan will serve as a strategic consultant to the Kurdish Defense Forces YPG/SDF for government relations and political strategy, media relations, and other oversight and consulting duties as needed.

Jim Dornan will schedule meetings with various American legislators, non-governmental organizations, educational organizations and if needed, media outlets.

2. Fees.

In consideration of the services provided, Jim Dornan is to be paid the following sum, via electronic ACH wire transfer:

\$7,000 USD

3. Other SOW-Specific Terms and Conditions.

Reimbursed Expenses – The cost of any miscellaneous direct services of products (such as, local and out of town travel costs) to be billed at cost. Service Provider shall seek prior approval for expenses exceeding \$250 USD.

Miscellaneous and Other Services – Additional work on behalf of Client or supporting efforts not specifically outlined in the above to be priced per project at the time work is authorized and to be approved by Client before work commences.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

James Dornan

Signature:

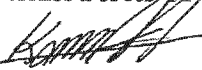


Address: 82 I Street SE, Apt. 605, WDC 20003

4-26-2021

Kurdish Defense Forces YPG/SDF

Signature:



Name:

Nuri

Title:

Mahmud

Address:

EIN:

SIGNATURE PAGE TO MASTER SERVICES AGREEMENT